

## COMBINED DECLARATION AND POWER OF ATTORNEY

As a below named inventor, I hereby declare that:

This declaration is of the following type:

- ☒ original
- ☐ divisional
- ☐ continuation
- ☐ continuation-in-part

### INVENTORSHIP IDENTIFICATION

My residence, post office address and citizenship are as stated below next to my name. I believe I am an original, first and joint inventor of the subject matter which is claimed and for which a patent is sought on the invention entitled:

**Mechanical Refrigeration System with a High Turndown Ratio**

### SPECIFICATION IDENTIFICATION

The specification of which:

- ☐ filed herewith;
- ☒ was filed on August 27, 2003, under Serial No. 10/650,113;
- ☐ Express Mail No. \_\_\_\_\_ (Serial No. not yet known)  
and was amended on \_\_\_\_\_ (if applicable)
- ☐ was described and claimed in PCT International Application  
No. \_\_\_\_\_ filed on \_\_\_\_\_ and as amended under PCT  
Article 19 on \_\_\_\_\_.

### ACKNOWLEDGMENT OF REVIEW OF PAPERS AND DUTY OF CANDOR

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose all information I know to be material to patentability in accordance with Title 37, Code of Federal Regulations, §1.56, and which is material to the examination of this application; namely, information where there is a substantial likelihood that a reasonable Examiner would consider it important in deciding whether to allow the application to issue as a patent, and

☐ In compliance with this duty there is attached an Information Disclosure Statement in accordance with 37 CFR §1.98.

### PRIORITY CLAIM (35 U.S.C. §119)

I hereby claim foreign priority benefits under Title 35, United States Code, §119, of any foreign application(s) for patent or inventor's certificate or of any PCT international application(s) designating at least one country other than the United States of America listed below, and have also identified below any foreign application(s) for patent or inventor's certificate or any PCT international application(s) designating at least one country other than the United States of America filed by me on the same subject matter having a filing date before that of the application(s) of which priority is claimed.

☒ No such applications have been filed.

☐ Such applications have been filed as follows:

A. Prior foreign/PCT application(s) filed within 12 mos. (6 mos. for design) prior to this application, and any priority claims under 35 U.S.C. §119

<u>Country/PCT</u>	<u>Application No</u>	<u>Date Filed</u>	<u>Priority Claimed</u>
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No

B. All foreign application(s), if any, filed more than 12 mos. (6 mos. for design) prior to this U.S. application

Country:

Application No:

Filing date:

I hereby claim the benefit under 35 USC 119(e) of any United States Provisional application(s) listed below:

<u>Application No.</u>	<u>Filing Date</u>
60/474,516	05/30/03

**PRIORITY CLAIM (35 U.S.C. §120)**

I hereby claim the benefit under Title 35, United States Code, Section 120, of any United States application(s) or PCT international application(s) designating the United States of America that is/are listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in that/those prior application(s) in the manner provided by the first paragraph of Title 35, United States Code, Section 112, I acknowledge the duty to disclose information that is material to the examination of this application (namely, information where there is substantial likelihood that a reasonable Examiner would consider it important in deciding whether to allow the application to issue as a patent) which occurred between the filing date of the prior application(s) and the national or PCT international filing date of this application.

- ☒ [X] No such applications have been filed  
☐ [ ] Such application have been filed, as follows:

<u>Serial No.</u>	<u>Filing Date</u>	<u>Patented</u>	<u>Pending</u>	<u>Status</u> <u>Abandoned</u>
(None)				

**POWER OF ATTORNEY**

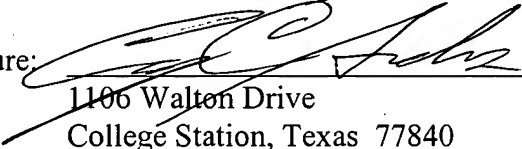
I hereby appoint all of the practitioners associated with Customer Number 24945 to prosecute this application and transact all business in the Patent and Trademark Office connected therewith:

Jeffrey L. Streets	Registration No. 37,453
Patrick K. Steele	Registration No. 39,844
Frank J. Campigotto	Registration No. 48,130
Steven L. Christian	Registration No. 38,106

**DECLARATION**

*I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and, further, that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Sec. 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patents issued thereon.*

Full name of sole or first inventor: Craig C. Andrews

Inventor's signature: 

Date: 1/15/04

Residence:

1106 Walton Drive  
College Station, Texas 77840

Post Office Address: same as residence

Country of Citizenship: USA

**(Declaration ends with this page)**



Form PTO-1595  
(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼

RECORDATION FORM COVER SHEET  
**PATENTS ONLY**

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Craig Andrews

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: 01/15/2004

2. Name and address of receiving party(ies)

Name: Lynntech, Inc.

Internal Address: \_\_\_\_\_

Street Address: 7610 Eastmark Drive  
Suite 106

City: College Station State: TX Zip: 77840

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: 08/27/03

A. Patent Application No.(s) 10/650,113

B. Patent No.(s) \_\_\_\_\_

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: STREETS & STEELE

Internal Address: \_\_\_\_\_

Street Address: 13831 Northwest Freeway  
Suite 355

City: Houston State: Tx Zip: 77040

6. Total number of applications and patents involved: ☐

7. Total fee (37 CFR 3.41).....\$ \_\_\_\_\_

- ☐ Enclosed  
☒ Authorized to be charged to deposit account

8. Deposit account number:

50/0714/LYNN/0096

DO NOT USE THIS SPACE

9. Signature.

Jeffrey L. Streets

Name of Person Signing

*Jeffrey L. Streets*  
Signature

January 21, 2004

Date

Total number of pages including cover sheet, attachments, and documents: ☐

## ASSIGNMENT FOR APPLICATION FOR PATENT

WHEREAS:

Name and Address  
of Inventor:

- 1) Craig Andrews  
1106 Walton Drive  
College Station, Texas  
77840

(hereinafter referred to as Assignor), has invented a certain invention entitled:

**“Mechanical Refrigeration System with a High Turndown Ratio”**

for which application for Letters Patent in the United States was filed on August 27, 2003, under Serial Number 10/650,113; and

WHEREAS, Lynntech, Inc., a corporation of the State of Texas, having a place of business at 7607 Eastmark Drive, Suite 102, College Station, Texas 77840 (hereinafter referred to as Assignee), desires to acquire the entire right, title and interest in and to said application (hereinafter referred to as Application), and the invention disclosed therein (hereinafter referred to as Invention), and in and to all embodiments of the Invention, heretofore conceived, made or discovered by said Assignor, and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter referred to as Patents) thereon granted in any and all countries and groups of countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Assignor to have been received in full from said Assignee:

1. Said Assignor hereby sells, assigns, transfers and conveys to Assignee the full and exclusive right, title and interest (a) in and to said Application and said Invention; (b) in and to all rights to apply for patents on said Invention in any and all countries pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all Applications filed and any and all Patents granted on said Invention in any and all countries and groups of countries, including each and every Application filed and each and every Patent granted on any application which is a division, substitution, or continuation of said Application; and (d) in and to each and every reissue or extension of any of said Patents.

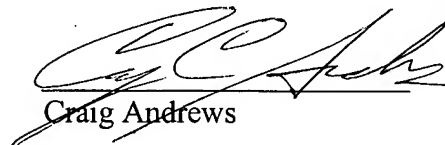
2. Said Assignor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest to said Invention herein conveyed in any and all countries and groups of countries. Such cooperation by said Assignor shall include prompt production of pertinent facts and documents, giving testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Invention; (d) for filing and prosecuting applications for reissuance of any of said Patents; (e) for interference or other priority proceedings involving said Invention; and (f) for legal proceedings involving said Invention and any application therefore and any Patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Assignor in providing such cooperation shall be paid for by said Assignee.

3. The term and covenants of this agreement shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Assignor, his respective heirs, legal representatives and assigns.

4. Said Assignor hereby warrants and represents that he has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Assignor has executed and delivered this instrument to said Assignee on the dates indicated below.

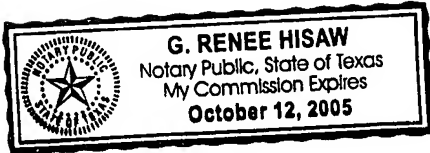
1) 1/15, 2004

  
Craig Andrews

STATE OF TEXAS        {  
                              {  
COUNTY OF BRAZOS     {

BEFORE ME, the undersigned notary public, personally appeared, Craig Andrews, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and considerations therein expressed.

WITNESS MY HAND AND SEAL OF OFFICE on this 15 day of January, 2004.



*G. Renee Hisaw*

Notary Public in and for  
the State of Texas

My Commission Expires:

10-12-2005

Printed or stamped name of notary.